STATE OF MICHIGAN

COURT OF APPEALS

BECKETT PROPERTIES, INC.,

Plaintiff-Appellant,

v

WARRANT RADIO COMPANY, CUSTOM PRINTING COMPANY, and MARK GRIMSKI,

Defendants-Appellees.

UNPUBLISHED
August 18, 2005

No. 262278
Oakland Circuit Court
LC No. 2004-062944-CK

Before: Zahra, P.J., and Cavanagh and Owens, JJ.

MEMORANDUM.

Plaintiff appeals as of right from a circuit court order granting defendants' motions for summary disposition. We affirm.

Plaintiff's lease with Warren Radio Company included the option to renew, and granted plaintiff two successive renewals upon ninety days' written notice. The section of the lease governing notices provided in part:

> All notices to or demands upon Lessor or Lessee desired or required to be given under any of the provisions hereof shall be in writing. . . . Any notices or demands from the Lessee to the Lessor shall be deemed to have been duly and sufficiently given if filed by United States registered or certified mail in an envelope properly stamped and addressed to the Lessor, 1002 Adams Street, Toledo, Ohio 43624 or to such other person or place as Lessor may from time to time designate in writing.

Plaintiff sent and Warren Radio received an email notification of plaintiff's exercise of the option. Warren Radio refused to recognize the email, and subsequently leased the premises to Custom Printing. The trial court ruled that plaintiff did not properly exercise the option to renew and thus had no interest in the property.

We review a trial court's ruling on a motion for summary disposition de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). The interpretation of a contract is a question of law we review de novo on appeal. *DaimlerChrysler Corp v G-Tech Professional Staffing, Inc*, 260 Mich App 183, 184-185; 678 NW2d 647 (2003).

There is no right to renew a lease absent specific language to that effect in the document itself. *Briarwood v Farber's Fabrics, Inc*, 163 Mich App 784, 791; 415 NW2d 310 (1987).

"As a general rule, an option contract is strictly construed and the time for performance is of the essence. . . . Acceptance of the option must be in agreement with the terms proposed and the exact thing offered. Similarly, the option must be exercised in strict compliance with the time limitations established by the option agreement." *Bowkus v Lange*, 196 Mich App 455, 459-460; 494 NW2d 461 (1992), rev'd on other grounds 441 Mich 930 (1993) (citations omitted). Substantial compliance is not sufficient to exercise an option. *Beecher v Morse*, 286 Mich 513, 516; 282 NW 226 (1938).

Plaintiff gave written notice by email rather than by registered or certified mail as specified in the lease agreement. Therefore, the trial court did not err in granting defendants' motions. Although the trial court incorrectly determined that plaintiff failed to provide proper citation to authority in opposition to defendants' motions, we will not reverse if the trial court reached the right result for the wrong reason. *Taylor v Laban*, 241 Mich App 449, 458; 616 NW2d 229 (2000).

Affirmed.

/s/ Brian K. Zahra
/s/ Mark J. Cavanagh
/s/ Donald S. Owens